

EXHIBIT 28



Policies and Procedures

U.S. 2012



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ACN POLICIES AND PROCEDURES

ACN Policies and Procedures governing U.S. Independent Representatives are outlined below. Take time to read the entire document to fully understand the Policies and Procedures. These Policies and Procedures are incorporated by reference in the ACN Independent Representative Agreement. In the case of any conflict between these Policies and Procedures and the Independent Representative Agreement, the Independent Representative Agreement shall prevail. ACN reserves the right to change these Policies and Procedures at any time.

ACN Statement of Operating Philosophy

The Founders of ACN Opportunity, LLC (ACN) believe in leadership by example rather than management by directive. ACN's leadership has demonstrated a high degree of integrity and success at both sales and corporate levels. As such, they are committed to the following principles and standards as an expansion of their creed. For purposes of these Policies and Procedures, ACN Opportunity, LLC, its parent, subsidiaries and affiliates shall be referred to as "ACN."

Commitment to Excellence

The ACN corporate management team is committed to supporting its customers and Independent Representatives, to giving them quality service and to calculating and mailing reports and commission payments in a timely manner. ACN has set these goals to give each Independent Representative the best opportunity to develop a successful business. ACN will not exclude anyone from this great opportunity based on race, age, sex, national origin, religion, disability or any other similar grounds prescribed or otherwise prohibited by law.

I. Independent Representative Rights and Obligations

A. Ethics

ACN conducts business in an ethical and credible manner and requires its representatives to deal ethically with their customers, with each other and with the company. ACN permits no unethical or illegal activity and will intercede when such behavior may exist, and ACN reserves the right to use its best judgment in deciding whether certain representative activities are unethical. Furthermore, ACN may use its own discretion in determining the appropriate course of action. If ACN determines that unethical activities may exist, then it reserves the right to suspend or terminate Independent Representative status, including but not limited to all commissions and payments of any kind. Under no circumstances would an Independent Representative who is terminated for unethical or illegal activity be entitled to a refund of their original application fee, nor are they entitled to sell or transfer their position.

EXAMPLES OF UNETHICAL OR ILLEGAL ACTIVITY INCLUDE, BUT ARE NOT LIMITED TO:

1. Forging a signature on any document. This includes electronic signatures on any ACN customer portal, as well as on online representative agreements.
2. Making false or misleading representations of any kind including, but not limited to, misrepresentations about ACN services or the ACN Compensation Plan.
3. Depositing checks made payable to ACN into personal accounts instead of immediately forwarding them to ACN.
4. Cross-line recruiting: An ACN Independent Representative may not solicit an individual or entity that has been previously sponsored by another Independent Representative or that is

considering joining ACN and being sponsored by another Independent Representative. For example, potential representatives sent to an Opportunity Presentation by another active representative cannot be recruited. During the term of their agreement and for a period of one (1) year after their Agreement has expired or terminated, ACN Independent Representatives are further prohibited from directly or indirectly soliciting an existing or pending Independent Representative into a sales organization in which he/she is not currently a member.

ACN Independent Representatives may not solicit an ACN Independent Representative, whether active, inactive, individual or an entity, to participate in a network marketing program offered by any other company, regardless of whether or not such network marketing company offers telecommunications services or other services competitive to those offered by ACN. During the term of their agreement and for a period of 1 year after, ACN Independent Representatives are further prohibited from directly or indirectly soliciting an existing or pending Independent Representative into a sales organization in which he/she is not currently a member.

5. Spreading false or misleading remarks or rumors with malicious intent that may disparage ACN, ACN employees, or another ACN Independent Representative.
6. Any unauthorized use of ACN's name, trademarks or copyrighted material (i.e. reproducing ACN's forms, business cards, etc.).
7. Violation of any federal, state or local laws or regulations.
8. Stacking is strictly prohibited. Customer stacking is when you acquire customers and place them under a downline Independent Representative other than yourself.
9. ACN Representatives are prohibited from calling ACN and representing themselves as a customer for any products other than their own.
10. A representative's upline or sponsor should not complete any agreement or purchase any ACN tools on behalf of the representative.

B. Acquiring Customers and ACN's Anti-Slamming Policy

A "slam" is defined as any practice that changes a customer's telecommunications service without the customer's knowledge or consent.

The Federal Communications Commission (FCC), Federal Trade Commission (FTC), State Attorneys General and other governing regulatory agencies have rules that strictly prohibit slamming. Slamming rules are enforced through a variety of methods, including fines and revocation of the offending company's authority to provide service.

ACN HAS ADOPTED A ZERO TOLERANCE POLICY TOWARD SLAMMING.

An ACN Independent Representative is encouraged to act quickly and respond within the required timeframe to any request ACN may make and this situation should be their number one priority until it is resolved. If an ACN Independent Representative receives a letter notifying them that a slam investigation is currently underway for one of their customers, ACN will give details of the customer allegation, and which service is being disputed, plus guidance where to address questions or concerns. It is essential that the representative and the customer review where the misunderstanding was and detail all information within the "Investigation Report", included in the investigation letter. If the customer agrees to the information included in the investigation report, the customer's signature must be notarized. ACN

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will then respond with a decision regarding the investigation, which decision shall be final.

If any ACN Independent Representative has been engaged in the slamming of a customer, the following penalties will be assessed:

- The Independent Representative's position will be permanently terminated and all Customer Acquisitions Bonuses (CABs), Team CABs, commissions and payouts of any kind will be permanently forfeited.
- If the "slammed" account was used for qualifications for CABs, Team CABs or any other bonus, then such bonus will be reversed. This reversal will also apply to any corresponding payouts as well.
- Any Independent Representative engaged in slamming will be required to reimburse ACN for any fines or charges assessed against it. In addition, an administrative fee in accordance with expenses incurred by ACN will be charged to the Independent Representative.

ACN Independent Representatives are prohibited from third party solicitation by telemarketing, direct mail, sweepstakes, contests and drawings. ACN only authorizes sales by means of direct, personal solicitation of customers.

Independent Representatives can avoid slamming by utilizing the following procedures:

- Verify information against each new customer's actual bill for each Letter of Authorization (LOA). This will help you to confirm that the customer's information on the LOA matches the information on the customer's telephone bill.
- Verify that the person signing the LOA is the person with authority to act on behalf of the company or the person whose name appears on the telephone bill. It is essential that the person signing the LOA has authority to change telecommunication providers.
- NEVER sign someone else's name on any document. Representatives are strictly prohibited from signing an LOA for a customer even if the customer has provided their verbal consent.

To avoid instances of slamming, ACN may examine each LOA before it is entered into the system. Any form that contains any invalid information (i.e., phone number), is incomplete, or with an apparently invalid, omitted or forged signature will not be processed.

Representatives are prohibited from entering the name or Team ID Number of another Independent Representative, which is considered customer stacking, or signing LOAs in the name of another representative. In addition, representatives are prohibited from completing an order (LOA, online, etc.) on behalf of their customers. All customer orders must be completed by the customers. Representatives are responsible for the validity of the orders of all customers that appear on their Personal Customer List. Therefore, representatives are encouraged to routinely review their customer lists to ensure that only customers that they have personally enrolled are appearing on the customer list. If a representative finds that a customer appears on their customer list that they have not personally enrolled, they must contact Representative Services immediately. See Section VII, "Customer Qualifications" for further information.

ACN will vigorously enforce its zero tolerance policy against slamming and other egregious violations of ACN's Policies and Procedures or any federal or state rules or regulations. If any individual is discovered to have forged a customer's or representative's signature, the offending Independent Representative will be terminated immediately. This policy will apply in the first instance of any forgery or egregious violation.

In addition, if in ACN's sole discretion, ACN determines that an Independent Representative is involved in submitting improper orders (other than forgeries or other egregious violations), ACN will issue a warning to the Independent Representative and require the Independent Representative to report back detailing the remedial actions it took to correct the problem. ACN will review each matter and will determine what disciplinary action is warranted, up to and including termination of the Independent Representative.

C. Offerings/Terms of Service

ACN and its partner/carrier/supplier/service provider(s) have the sole right to accept or reject orders for products and services, to establish and change without notice, the prices of such products and services as well as to establish the terms and conditions of their offering. ACN and its partner/carrier/supplier/service provider(s) may also discontinue offering or selling any product or service, without liability or obligation to ACN, its Independent Representatives or its customers. Independent Representatives may only offer and sell services and products in accordance with rates, terms and conditions established by ACN, any regulatory agency or its partner/carrier/supplier/service provider(s). All sales representations and activities must be in full compliance with all applicable laws and regulations. Independent Representatives may only use those means of marketing and selling of services and products that are solely acceptable to ACN and its partner/carrier/supplier/service provider(s).

D. Co-Mingling of Funds

Independent Representatives must make their application fees payable to ACN only. No Independent Representative shall accept funds for applications and co-mingle them with personal or association accounts. ACN may terminate any Independent Representative discovered co-mingling funds or operating a bank account in the name of ACN or any other similar name.

E. Personal Usage/Purchases

An Independent Representative is not required to subscribe to or purchase any product or service marketed by ACN. Advancement to higher levels in the ACN Compensation Plan is based upon the acquisition of customers. However, if an Independent Representative chooses to purchase any products or services offered by ACN, he/she will be responsible for all billing when due. If an Independent Representative becomes past due on any bill, for services or products provided by ACN or a company with which ACN contracts, ACN may deduct amounts owed from future CAB or commission payments. ACN reserves the right to terminate an Independent Representative that is repeatedly past due in the payment of any service or product.

F. Unauthorized Contact

Under no circumstances, is an Independent Representative permitted to directly contact any partner/carrier/supplier/service provider(s) with whom ACN contracts, unless it is in specific relation to a personal account they may currently have with said provider.

In the event that your customer is experiencing difficulties with a specific provider, please inform your customer to contact ACN directly or the appropriate provider of service to resolve the matter.

G. Territorial Rights/Conducting Business Across Borders

Team Trainers can market services and products and sponsor new Independent Representatives in any country where ACN conducts business, without exclusivity. Team Trainers may only promote ACN in countries where ACN currently operates.

Independent Representatives conducting business in foreign countries must adhere to the ACN Policies and Procedures governing activities in that country. Furthermore, compensation will be based on the Compensation Plan of that specific country and be subject to conversion to U.S. funds.

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Independent Representatives are responsible for knowing and adhering to all laws and accepted business practices in the countries they choose to market. This includes but is not limited to Customs and Immigration Laws and accepted marketing practices.

H. Further Limitations

ACN reserves the right to limit or disallow any activities that cast negative aspersions on the integrity, truthfulness, and/or reputation of ACN.

II. Status as an Independent Contractor

A. Claims of Employment

Independent Representatives are independent contractors and not employees of ACN. The position of Independent Representative shall not be construed as creating a relationship of employee-employer, agency, partnership or joint venture between any participant, sponsor and ACN. It is impermissible to assert or imply that an Independent Representative or prospective Independent Representative is or will be employed by ACN.

B. Binding Arbitration

In the event a dispute shall arise between an Independent Representative and ACN as to the Independent Representative Agreement and/or the Policies and Procedures such disputes shall be resolved through binding arbitration before the American Arbitration Association pursuant to the Commercial Rules of Arbitration. The arbitration shall be held in Charlotte, North Carolina, before a panel of three arbitrators, each side choosing one and then the two choosing the third. All claims hereunder must be brought within two (2) years of the date on which the facts or circumstances giving rise to the claim are alleged to have happened. Law of the state of New York will apply to the resolution of the dispute unless otherwise agreed in writing. The award of the arbitrator shall be final and may be entered in any court of competent jurisdiction. This provision shall not restrict ACN from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.

C. Contractual Obligations

All Independent Representatives are responsible for any expenses which result from their business operation. Miscellaneous expenses include, but are not limited to, license or permits required to operate a business, legal fees connected with the use of a business name, telephone expenses, product advertising, etc. Independent Representatives shall not involve ACN in any contractual relationships relative to their businesses. Independent Representatives cannot and shall not sign contracts, rent or lease office space or equipment, open bank accounts, secure credit, cash negotiable instruments, make purchases or enter into agreements of any kind in the name of ACN. Such action is prohibited and cause for termination of Independent Representative status. Each Independent Representative shall hold ACN, its shareholders, partners, members, directors, officers and employees harmless from any claims, damages or liabilities arising out of such action.

D. Reporting Taxes

Independent Representatives are not considered employees for purposes of the Social Security Act, the Federal Unemployment Tax Act, Federal Income Tax laws or any other laws governing employees. It is the Independent Representative's responsibility to make self-employment and income tax payments as required by law. As such, ACN does not deduct any taxes from any commission and/or CAB payments. ACN will send a Form 1099 to all applicable Independent Representatives who earn \$600 or more in a tax year.

It is the Independent Representative's responsibility to provide ACN with the proper Social Security Number or Taxpayer Identification Number. If the information that is provided is incorrect or if the

Internal Revenue Service notifies ACN that the information does not match their records then ACN will hold all future payments until the matter is resolved.

III. Business and Legal Entities as an Independent Representative

A. Companies

A sole proprietorship, partnership, Limited Liability Company (LLC) or corporation may become an Independent Representative subject to review and approval by ACN. However, no individual may participate in more than one representative position without the prior written approval of ACN.

For the company to become a new Independent Representative, or to change their current representative status to a company, ACN must be notified in writing. Written notice is also required when changing an existing individual's representative status to a company.

The following items are needed to apply for an ACN Independent Representative status as a company:

1. The name of the company
2. The company's Taxpayer Identification Number
3. A list of all partners/shareholders/members with more than 5% ownership – the document MUST include the Social Security Number for each person listed
4. A completed Independent Representative Agreement, signed by an individual authorized to enter into binding agreements on behalf of the business entity

Individuals who submit the Independent Representative agreement must be authorized to enter into binding contracts on behalf of the company.

B. Trusts

An Independent Representative can operate their representative status in the name of a trust. The person(s) that is (are) responsible for operating the business of the trust must be of legal age and cannot be another Independent Representative or have an ownership interest in another Independent Representative status.

To become a new Independent Representative as a trust or to change an existing representative status to a trust, ACN requires written notification and a new Independent Representative agreement.

The following items are needed to apply for an ACN representative status as a trust:

1. A legal document displaying the name of the trust and a legal opinion from an attorney stating that the trust is in compliance with all state and federal laws
2. A document that provides proof of the trust's Taxpayer Identification Number
3. A document that lists all trustees including the Social Security Number for each person listed. For a Grantor Trust, a document that provides the Social Security Number of the Grantor.
4. A completed Independent Representative Agreement, signed by an individual authorized to enter into binding agreements on behalf of the trust

The person who submits the written notification must be authorized to enter into binding contracts on behalf of the trust.

It is the Independent Representative's responsibility to insure that ACN has received all the required documentation to list the representative status as a company or trust. If ACN has not received the appropriate documentation within 30 days, then ACN will suspend

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the Independent Representative position until all of the documentation is received and processed by ACN. In addition, any commissions or CABs earned during the suspension period will be held until the matter is resolved.

C. Marriage

A husband and wife may operate under the same representative position or independently. If the husband and wife choose to operate independently, then one spouse must be sponsored by the other. ACN reserves the right to ensure that husband and wife distributorships independently operated are correctly sponsored and make any necessary corrections. Spouses that choose to operate the same position will be treated as partners.

D. Specifications for Independent Representative Names

ACN reserves the right to approve or disapprove any representative's choice of business names, formation of partnerships, corporations and trusts, for tax, estate planning and liability purposes. If ACN approves such a change by the representative, the organization's name and the names of the principals of the organization must appear on the Independent Representative Agreement along with a Social Security Number or Federal Tax Identification Number.

Any request for a change in the name or a change in the Social Security Number or Tax Identification Number of the Independent Representative status is subject to a written agreement, signed by all parties involved, submitted to and approved by ACN. ACN reserves the right to verify all authorizations prior to making changes. In the absence of any agreement or notification, ACN will only recognize the individual whose Social Security Number was originally listed on the Independent Representative Agreement. Please note that ACN will only continue to service the Independent Representative who remains listed in our computer system. ACN reserves the right to intercede in disputes, and if it is determined that unethical activity exists, the status may be suspended and/or terminated.

IV. Identification Numbers

All representatives will be assigned a unique number that identifies them as a representative of ACN. This number is referred to as their Team ID Number. It is the representative's responsibility to provide this number on all LOAs and on the Independent Representative Agreement when sponsoring a new Independent Representative.

V. Sponsoring New Representatives

A. Independent Representative Agreements

New Independent Representatives must complete and sign an Independent Representative Agreement or complete the new representative sign up process on the ACN website at acninc.com. Only the new representative can complete the online Independent Representative Agreement. It cannot be completed by the sponsor or upline on behalf of the new representative. Application fees can be paid by Visa, MasterCard, American Express, Discover, check or money order. (Please note that ACN may assess a fee for any credit card payments that result in a charge back.) ACN does not accept postdated or third-party checks. The new Independent Representative or the sponsor can mail or fax the white copy of the Independent Representative Agreement to ACN for processing. If the application fee is being paid by check, the white copy of the Independent Representative Agreement must be mailed to ACN. The start date of an Independent Representative is the date that their completed Independent Representative Agreement is entered and payment is received or the date their first customer is entered. ACN assesses a fee for all returned checks. ACN reserves the right to refuse entry of an Independent Representative Agreement without payment and to adjust the start date accordingly.

B. Representation

Independent Representatives shall make no claim or inference to prospective Independent Representatives as to the anticipated or actual income an Independent Representative might earn. ACN makes no guarantees of income, nor assurances of any profits or success. Furthermore, any profits or success resulting from activities as an Independent Representative will be based upon customer acquisition and the amount of services or products purchased by those customers. Any success achieved will be based solely upon the Independent Representative's effort, commitment and skills.

Each Independent Representative understands that no Attorney General of any state, territory or other regulatory authorities ever reviews, endorses or otherwise approves any product membership or compensation program of any marketing company. As such, each Independent Representative shall make no such claim to a prospective ACN Independent Representative. In the event that a question arises concerning ACN's compliance with the law, such question shall be submitted to ACN in writing. ACN Independent Representatives shall make no false claims or misleading statements concerning these relationships and understand that if they do, their relationship with ACN may be terminated and all commissions and bonuses forfeited.

Independent Representatives agree to indemnify and hold ACN and its shareholders, partners, members, directors, officers and employees harmless from all claims, damages and expenses, including attorneys' fees arising out of actions or conduct in violation of the Agreement.

C. Independent Representative Disputes

ACN may or may not mediate any disputes between two or more Independent Representatives if requested to do so by all of the parties involved in the dispute. ACN, however, reserves the right to review sponsoring practices. If ACN agrees to mediate any dispute, its findings shall be binding on all parties involved in the dispute.

D. Changing Sponsorship

ACN believes in and maintains the maximum protection of the Independent Representative's relationship with his or her sponsor. Therefore, changing sponsors is strictly prohibited. It is the responsibility of the Independent Representative to ensure the sponsor information submitted on the Independent Representative Agreement is accurate and complete.

An Independent Representative may join ACN under a new sponsor only after a period of no less than one full calendar year from the date of resignation or no less than one full calendar year after an Independent Representative fails to renew or cancels their distributorship. All resignations must be in writing and delivered to ACN.

ACN reserves the right to change sponsorship if it is found that unethical or misleading practices were used.

VI. Maintaining/Changing the Status of Your Business

A. Selling Your Independent Representative Position

To protect the integrity of the business opportunity, ACN restricts the sale of Independent Representative positions. All requests for the sale of an Independent Representative position must be reviewed and approved by ACN. For permission to sell your Independent Representative position, forward a letter of intention to ACN, indicating your wish to sell. ACN will send all needed documentation to the seller for completion, before the process can begin. For more information, please contact Representative Services. ACN reserves the right to withhold or condition its consent to the sale of an Independent Representative position in its reasonable discretion.

The Independent Representative position WILL NOT be considered SOLD until the sale is approved by ACN. Therefore, DO NOT accept

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any funds from the potential buyer until the sale has been approved and finalized. ACN charges a \$1,000 fee to process any approved sale. Do not send the \$1,000 fee until ACN has approved the sale. Companies or partnerships that have a change of ownership greater than twenty percent (20%) must notify ACN of such change in ownership. The new owners/stockholders must comply with the terms of the independent representative agreement and these Policies and Procedures. If there is a change in ownership of 50% or greater then the rules regarding the sale of an Independent Representative position apply, including the \$1,000 transfer fee.

B. Transfer/Disposition of Independent Representative Business

Upon the death or incapacity of an Independent Representative, or of its principals, the rights to the commission and marketing position shall pass to the designated successor, provided said successor complies with all the terms of the ACN agreement, ACN's Policies and Procedures and fulfills the duties and obligations required of an Independent Representative. In the case of a transfer to an existing Independent Representative, or to an individual listed as a partner/shareholder/trustee in an existing Independent Representative status, the individual will need to contact ACN to discuss his/her options in either maintaining the status or transferring it. If the transfer is of a temporary nature (i.e. the Independent Representative is temporarily incapacitated), the subsequent activation and deactivation will likewise be temporary.

C. Change of Independent Representative Information

Independent Representatives must report any change of address, telephone number or email address online in MyACN for Representatives, by sending written notification to ACN World Headquarters, or by calling Representative Services.

VII. Commissions

A. Reports

Hierarchy Reports and other reports are available for a fee from the ACN website (acninc.com). Personal Customer Lists are available free of charge in the Communication Center on MyACN. The Independent Representative acknowledges and agrees such information is proprietary and confidential to ACN and is transmitted to the Independent Representative in strict confidence. The information provided may not be distributed to any other individual or company. But for this agreement of confidentiality, ACN would not provide the above information.

B. Eligibility for Compensation

In order to receive compensation, representatives must maintain a minimum number of phone points per ACN's Compensation Plan.

C. Customer Acquisition Bonuses (CABs)

Customer Acquisition Bonuses are weekly bonuses paid to Independent Representatives who have qualified for the level of Team Coordinator or higher and who have assisted their newly sponsored Team Trainer to become qualified by acquiring the minimum number of personal customer points within the required time.

CABs are processed each weekend and released on Mondays. All documentation necessary for CAB qualifications must be received and processed by ACN by 2 pm Eastern Time on Wednesday for a CAB payment to be issued that week. Please refer to the ACN website for the specific deadlines for submitting LOAs, Independent Representative Agreements, etc.

Customer Acquisition Bonuses are paid to Independent Representatives at the level of Team Coordinator or higher who meet the minimum qualifications of the level, as shown on the Compensation Plan at the time the new Independent Representative Agreement is received and processed by ACN. Once the new representative meets

the TT qualifications by acquiring the minimum number of personal phone points within the required time, then the CAB will be distributed to appropriate eligible upline representatives. CABs, T-CABs and bonuses will be paid after 14 days following a new Team Trainer's start date once they qualify.

A representative's start date is determined by the date of payment of their TT application fee or the date their first customer is entered.

D. Commissions

Commissions are paid monthly to all levels in the ACN Compensation Plan. Commissions are calculated based on the commissionable revenue on services and products used by your customers and the customers in your organization, according to the Compensation Plan for the country in which the services are provided. Commissionable revenue is billed revenue less taxes, non revenue surcharges and an allowance for bad debt (Refer to section VII E. "Commissions – Reversal of CABs or Commissions"). ACN reserves the right to reduce commissionable revenue by a percentage factor for promotional plans, products, negotiated pricing or certain services.

Commissions are released on the first business day following the third Friday of each month. Commissions are paid the third month after the close of the month the customer is billed. Thus, if an ACN customer is billed for services in April, commissions will be paid on that customer's usage in July. The commission qualifications listed on the Compensation Plan are minimum qualifications. ACN recommends that Independent Representatives exceed the minimum qualifications in order to ensure that they remain fully qualified in the event that one or more customer cancels service.

All customers submitted for your commission qualifications must be received and processed by ACN by 2 pm Eastern Time on the first Friday of the month. Representatives must allow up to three business days for dial-up Internet customers to be received by ACN and count toward position or commission qualifications.

A Payment Processing Fee will be deducted from each CAB and commission payment to cover processing costs relating to the issuance of the payment and the statement. A payment will not be issued until the total amount (less the Payment Processing Fee) is greater than \$10. The Independent Representative will also be responsible for a \$10 Re-issue Fee anytime a payment is returned to ACN and requested to be re-issued. If a stop payment must be placed and a new payment re-issued, the Independent Representative will be responsible for a \$25 Stop Payment Fee. The Independent Representative will also be responsible for a \$30 Administrative Fee (for each payment) if their payment(s) remains un-cashed for more than 120 days.

E. Reversal of CABs or Commissions

ACN reserves the right to retract the payment of any CAB or commission if it is found that a customer used to qualify for a CAB or a certain commission level was not a valid billing customer. There will be an automatic reversal of all bonuses, CABs and T-CABs paid if a qualifying Digital Phone Service customer cancels within 90 days.

F. Adjustments for Bad Debt

ACN reserves the right to adjust commission payments for bad debt. The bad debt deducted may be based on the overall bad debt average and/or specific deductions on an account by account basis or a combination thereof.

If a representative is found to be targeting customers whose service was previously cancelled by another carrier for nonpayment, or targeting those customers who knowingly have credit problems, that Independent Representative's status may be suspended and/or terminated. In addition, the Independent Representative may be held liable for any unpaid debts.

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G. Customer Qualifications

CABs, commissions and the advancement to earned levels in the Compensation Plan are based on the acquisition of active, billing customers. Each LOA and internet service order must contain the name and/or Team ID Number of the Independent Representative that acquired the customer. Representatives are prohibited from entering the name or Team ID Number of another Independent Representative or signing LOAs in the name of another representative. Representatives are responsible for the validity of the orders of all customers that appear on their Personal Customer List. Therefore, representatives are encouraged to routinely review their customer lists to ensure that only customers that they have personally enrolled are appearing on the customer list. If a representative finds that a customer appears on their customer list that they have not personally enrolled, they must contact Representative Services immediately.

Establishing customer accounts for the purposes of qualifications when the customer does not intend to use the service or when the customer is not aware that such an account has been established is unethical and is subject to disciplinary action up to and including deactivation. ACN reserves the right to remove these customers from the representative's position if unethical activities occurred and during any review.

Customers who cancel service with ACN and those who do not use the service for a period of months will no longer count as active customers for qualification purposes. This process is known as "purging." The Personal Customer List will display all customers that are scheduled to purge and the date that the customer will be purged so that the Independent Representative can either contact that customer or acquire new customers in order to avoid losing qualifications. If a customer who is scheduled to be purged, or has been purged, begins to use the service again, the Independent Representative who acquired the customer will automatically receive credit for that customer.

A customer for purposes of Local, Long Distance, Wireless Service, Satellite TV, Home Security, Energy and WiMAX is defined as an account. Multiple phone numbers on one account (invoice) are for qualification purposes considered one customer. Each Internet account or Digital Phone Service account is considered to be a customer for qualification purposes. For the purposes of qualification, a preferred customer is one of the following accounts; bundled Local and Long Distance, Digital Phone service with Video Phone, new Wireless accounts, Satellite TV and Home Security. Preferred customers must be either different services or the same service from different households.

There is a limit of 2 Digital Phone Service Accounts with an ATA from the same credit card, name, or household that may count towards qualifications. Any additional accounts will not count towards qualifications but commissions will be paid on these accounts. Representatives are prohibited from purchasing internet service for a customer, or signing up for any service for one of their downline representatives.

This document is to be used in conjunction with the latest Compensation Plan documentation available on MyACN for Representatives in order to receive the latest adjustments pertaining to qualification.

A customer account cannot count toward qualifications for more than one position and cannot be moved from one Independent Representative to another unless that customer account has been purged. Existing ACN customers who also become an ACN Independent Representative can claim their own services from an existing ACN Independent Representative's position 45 calendar days from the new representative's start date.

VIII. Compliance

These Policies and Procedures were created as a guideline for ACN and all Independent Representatives and serve to protect the rights of both parties. These Policies and Procedures are intended to ensure proper functioning of daily business operations. ACN reserves the right to amend the Policies and Procedures from time to time as ACN deems necessary. Any Independent Representative who violates any provision of the Independent Representative Agreement, which includes all Policies and Procedures itemized herein, may be terminated by ACN. Termination cancels any and all rights, and will be effective upon verification of said violation(s) and notification of the offending Independent Representative by ACN. In the event a dispute arises between ACN and an Independent Representative as to their respective rights, duties and obligations under this agreement, or in the event of a claim of breach of this agreement by either party, such dispute shall be exclusively resolved through binding arbitration as described in the Independent Representative Agreement. Under no circumstance would an Independent Representative who is terminated for unethical activity be entitled to the refund of their original application fee or be allowed to transfer their customers or their Independent Representative position to another party.

IX. Confidentiality and Noninterference, Nondisclosure of Proprietary Information

During the term of the relationship with ACN, the Independent Representative may receive information or data constituting a trade secret or confidential information of ACN and/or its partner/carrier/supplier/service provider(s) in which event, the Independent Representative shall treat such trade secret or confidential information as strictly confidential and wholly owned by ACN, as applicable. No Independent Representative may, for any reason, nor in any manner, directly or indirectly use, sell, lend, lease, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such item of information or data to any person or entity for any purpose other than as authorized by ACN in writing. The definition of "confidential information" shall mean proprietary and confidential data or information of ACN or its partner/carrier/supplier/service provider(s) which is not publicly known or available to the competitors of ACN or its partner/carrier/supplier/service provider(s). "Confidential information" also includes without limitation, information regarding ACN or its partner/carrier/supplier/service provider(s), Independent Representatives, customers or prospective customers, marketing methods, business and technical plans, product information and pricing. The definition of "confidential information" includes "trade secrets" which shall mean that portion of confidential information which constitutes trade secrets as defined by applicable law and including, without limitation, confidential computer programs, software, designs, processes, procedures, formulas and improvements, whether copyrightable or not.

Independent Representatives must use their best efforts to preserve all confidential information until it becomes generally available to the public or ACN agrees in writing that such information may be disclosed or is otherwise no longer deemed to be confidential.

During the term of the Independent Representative Agreement, representatives may not, directly or indirectly, sell or solicit telecommunications services, or Internet services offered by ACN through any person or entity other than that specifically designated or approved in writing by ACN. Independent Representatives shall not, during their relationship with ACN and for a period of one year thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customer of ACN or its partner/carrier/supplier/service provider(s), whether or not the Independent Representative originally procured or brought such customer to ACN's partner/carrier/supplier/service provider(s) (such activities are collectively referred to herein as "solicitation"). All customers solicited by Inde-

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pendent Representatives on behalf of ACN or its partner/carrier/supplier/service provider(s) are deemed to be customers of ACN or its partner/carrier/supplier/service provider(s) and not of its Independent Representatives. Independent Representatives understand that such prohibition of nonsolicitation shall be strictly enforced and that ACN or its partner/carrier/supplier/service provider(s) shall be a third party beneficiary of this prohibition as well as any proprietary and confidential information provided to ACN which in turn is received by the Independent Representative. Further, during the term of the Independent Representative Agreement and for a period of one year thereafter, Independent Representative may not enter into a direct marketing relationship with any partner/carrier/supplier/service provider(s) of ACN. Violation of this covenant and condition will result in forfeiture of all Independent Representative rights, including all current and future commissions, bonuses and payments of any kind.

On a periodic basis, ACN will supply data processing information and reports to the Independent Representative, which will provide information to the Representative concerning the representative's organization, product purchases and product mix. Independent Representatives agree that such information is proprietary and confidential to ACN and is transmitted to the representative in confidence. The representative agrees that he or she will not disclose such information, directly or indirectly, to any third party nor use the information to compete with ACN in any manner. The representative and ACN agree that, but for this agreement of confidentiality and nondisclosure, ACN would not provide the above confidential information to the representative.

X. Privacy Policy

A. Personal Information

ACN is committed to protecting the privacy of our Independent Representatives' and customers' personal information. "Personal Information" means any information about an identifiable individual, other than business contact information. We protect personal information by maintaining strict physical, electronic, and procedural safeguards that meet or exceed applicable Federal laws and regulations. Unauthorized access to or disclosure of personal information, including account information, or personal identification number, is a violation of ACN's Privacy Policy, and is strictly prohibited.

(a) The Independent Representative acknowledges that, in the course of the performance of this Agreement, (s)he will be provided with and have access to Personal Information and that such Personal Information is confidential. The Independent Representative agrees that such Personal Information will be collected, used and disclosed only for the purposes for which it was collected and only in relation to the provision of ACN's services or products or this Agreement, that (s)he will safeguard such Personal Information by appropriate organizational, physical and technological means ("Safeguard Obligations") and not, other than as required in relation to the provision of ACN's services or products, disclose, transfer, sell, assign, publish or otherwise make available any Personal Information for his/her own use or the use of any other person or entity except where disclosure may be required to comply with a subpoena, warrant, or court order, or if requested by a government institution which has the lawful authority to obtain the Personal Information, or if otherwise required by law;

(b) Upon reasonable request, the Independent Representative shall provide ACN access to, and the right to inspect, any or all Personal Information collected, used or disclosed by the Independent Representative during the course of the Agreement;

(c) The Independent Representative shall, at the prior written request of ACN, promptly return any Personal Information and all copies thereof in any form whatsoever under the power or control of the

Independent Representative to ACN, and delete the Personal Information from all retrieval systems and databases or destroy same as directed by ACN and furnish to ACN a certificate by an officer of the Independent Representative of such deletion or destruction;

(d) The Independent Representative agrees to co-operate with ACN in any regulatory investigation or in any internal investigation regarding any alleged privacy breach or complaint.

(e) In order to ensure the special integrity of Independent Representatives' personal information, and to protect Independent Representatives positions from unauthorized access, ACN asks that all representatives adhere to the following procedures:

- Only new representatives shall complete and sign and Independent Representative Agreement, or complete the representative sign-up process on the ACN website at acninc.com.
- Only new representatives shall complete the online Independent Representative Agreement.
- A representative's upline or sponsor should not complete any agreement on behalf of the representative, or obtain account information, including position numbers and passwords.
- Representative account information and passwords should not be accessed by, or provided to anyone but the Independent Representative whose name appears on the Independent Representative Agreement.

B. Indemnification

The Independent Representative agrees to defend, indemnify and hold ACN harmless from any claims and actions against ACN relating to the Independent Representative's violation of any state or federal privacy acts relating to the collection, use or disclosure of Personal Information. The Independent Representative also agrees to defend, indemnify and hold ACN harmless from any claims and actions against ACN relating to any marketing or promotions developed for ACN by the Independent Representative, when the Independent Representative was indemnified by a third party which did not also indemnify ACN.

C. Termination

In the event of a material breach by either party of any applicable privacy laws or provisions in this Agreement relating to such laws, the non-breaching party may terminate the Agreement, by written notice to the breaching party, 30 days after first delivering notice of such breach and the failure to cure such breach within the 30 days.

Amendments

In order to sustain a viable marketing company, ACN specifically reserves the right to make any amendments or adjustments it deems necessary with respect to products and services offered, its Policies and Procedures, the marketing and Compensation Plan and/or pricing. Upon notification through ACN's website, any such changes are incorporated as part of this agreement between ACN and its Independent Representatives.

Summary

We are offering a program that will prove to be financially beneficial for those with the motivation to achieve. It offers the freedom to design personal goals, an opportunity to develop long-term stability, and a relationship of respect with our company. The relationship between ACN and its Independent Representatives is that of a team, based on mutual trust, respect and integrity. By assisting our Independent Representatives in achieving their goals and dreams, ACN strives to demonstrate the true meaning of a team. This is our commitment to you.



Appendix 1 - Marketing & Advertising Policy

North America, 2011



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APPENDIX 1 – MARKETING AND ADVERTISING POLICY**I General Marketing and Advertising Policy**

ACN has developed a success system based on solid experience and knowledge. As such, we have created marketing materials, business tools and activities to fully support this model. No other marketing materials or activities are necessary to become successful as an ACN Independent Representative. Therefore, ACN strongly discourages our Independent Representatives from creating and/or distributing any marketing materials. Marketing materials for the purpose of this policy is not limited to printed material, but also includes website and online content, appearances and media representation.

Independent Representatives must obtain prior written approval from ACN for any materials created for their ACN business. Representatives must complete the Request Form available on MyACN for Representatives and send it attention to ACN Supplemental Advertising via one of the methods available on the request form. Any written approval given by ACN will only be for the material submitted and reviewed. Any additional material will need to be re-submitted for approval. All changes to personal marketing material requested by ACN must be made. If not, the representative will be found to be non-compliant with ACN's Policies and Procedures, and further action will be taken up to and including deactivation.

All approval for representative marketing and advertising remains at the sole discretion of ACN.

II. Use of ACN's Identity

In addition to our representatives and employees, ACN's identity is one of its most valuable assets and, therefore, must be protected at all times in order to maintain its integrity for all. As such, ACN Independent Representatives are strictly prohibited from representing themselves as having any other affiliation with ACN other than as an "ACN Independent Representative" at any time or in any manner.

Also, Independent Representatives are strictly prohibited from using ACN logos, names, trademarks, or other proprietary information belonging to ACN or its wholly owned subsidiaries, unless approved in writing by ACN. This includes, but is not limited to, website URLs, online content, marketing materials, photography, signage, etc. Only ACN and its wholly owned subsidiaries are authorized to use such logos, names, trademarks and other proprietary information. The production of any material containing logos, names, trademarks and other proprietary information of ACN is strictly prohibited without prior written authorization.

III. Cold Marketing in Customer Acquisition and Recruiting

ACN is a network marketing company that is focused solely on relationship, or "warm marketing" techniques. ACN strictly prohibits Independent Representatives from engaging in any "cold marketing" techniques for purposes of customer acquisition at any time. Cold marketing is defined as any promotional activity that is geared toward random individuals who have no personal, business, social or acquaintance relationship(s) with the promoter. Examples of cold marketing include, but are not limited to, mass advertising, purchased leads, trade show participation, door-to-door selling, telemarketing, pamphlet distribution, etc. ACN also strictly prohibits the purchase or sale of customers at any time.

Furthermore, ACN allows, yet highly discourages cold marketing techniques for purposes of recruiting other Independent Representa-

tives, as these can be costly, ineffective, and highly distracting to an Independent Representative's network marketing efforts. The use of telemarketing and "speed dial" (random or auto dialing) for recruiting purposes is strictly prohibited.

If an ACN Independent Representative disregards ACN's recommendation and uses cold marketing techniques in recruiting efforts only, then that representative is responsible for adhering to any applicable laws, limitations or regulations that govern such techniques, including the accuracy of all information presented. In addition, any materials, scripts, advertisements, literature, videos, audios, etc., used in conjunction with a cold marketing effort must strictly adhere to ACN's complete policy "Development and Use of Independent Marketing Materials".

ACN strictly prohibits the use of creating materials to be distributed to their cold market for the purpose of customer acquisition. Representatives are not permitted to utilize cold marketing for the purpose of customer acquisition. If a representative wishes to create material to be distributed via one of the cold marketing techniques listed above, they are required to lead with the Business Opportunity, and once contacted for information, may discuss more specifically the products and services; however the marketing or advertising material may not lead with customer acquisition.

IV. Unauthorized Contact

Under no circumstances, is an Independent Representative permitted to directly contact any partner/carrier/supplier/service provider(s) with whom ACN contracts, unless it is in specific relation to a personal account they may currently have with said provider.

Therefore it is strictly prohibited to recruit employees from a Wireless, Satellite TV, Home Security, Energy or WiMAX partner.

V. Unauthorized Conduct and Behavior

Representatives are not permitted to contact ACN partner/carrier/supplier/service provider(s) directly for information, questions or advertising material. Everything a representative needs can be found on MyACN for Representatives.

Representatives cannot approach Wireless, Satellite TV, Home Security, Energy or WiMAX partner/carrier/supplier/service provider(s) regarding the ACN Opportunity in an effort to recruit them as representatives.

Representatives cannot use any partner/carrier/supplier/service provider(s) name or logo on personal websites, including references to a provider's phone number.

Slamming is defined as any practice that changes a customer's telecommunications service without the customer's knowledge or consent.

The Federal Communications Commission (FCC), Federal Trade Commission (FTC), State Attorneys General and other governing regulatory agencies have rules that strictly prohibit slamming. Slamming rules are enforced through a variety of methods, including fines and revocation of the offending company's authority to provide service.

ACN HAS ADOPTED A ZERO TOLERANCE POLICY TOWARD SLAMMING.

Please refer to Section B of ACN's full Policies and Procedures document for complete details on Slamming.

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In addition, representatives are prohibited from completing an order—either through completing a paper LOA, or online through the ACN customer portal, on behalf of their customers. All customer orders must be completed by the customers. The representative may be present to guide the customer through the order process, but must not complete any order information for the customer.

VI. Development and Use of Independent Marketing Materials

Marketing materials are defined as any printed, broadcast or on-line communications including, but not limited to, advertisements, brochures, videotapes, audiotapes, flyers, banners, flags, websites, telephone recordings, emails, presentation materials, apparel, building signage, etc.

ACN strictly prohibits representative-created marketing materials that 1) do not adhere to ACN's policy on use of logos, names, trademarks, and proprietary information, 2) make any specific references to ACN's products, plans, rates or any component of the Compensation Plan, 3) make any claims or guarantees related to savings, rates or pricing, either expressed or implied, 4) make any earnings claims or provide any hypothetical earnings calculations, either expressed or implied, or 5) represent ACN as an employment opportunity, either expressed or implied unless approved in writing by ACN.

ACN will allow the distribution of representative-created marketing materials, that promote a presentation meeting, event or piquing interest conversation for purposes of recruiting only, provided that said materials: 1) are not sold, 2) only promote a presentation meeting, event or piquing interest conversation, 3) adhere to ACN's policy on use of logos, names, trademarks and proprietary information, 4) do not make any specific references to ACN's products, plans, rates or any component of the Compensation Plan, 5) do not make any claims or guarantees related to savings, rates or pricing, either expressed or implied, 6) do not make any earnings claims or provide any hypothetical earnings calculations, either expressed or implied and 7) do not represent ACN as an employment opportunity, either expressed or implied.

A. Personal Websites, Blogs, Web Pages and Social Networking Sites

ACN understands the increased use of online material, and that many representatives may wish to utilize these methods in running their ACN business.

There are extremely strict rules and regulations that these online websites and web pages must adhere to.

Please refer to section IX of this document for complete details.

B. Business Cards

ACN Independent Representatives are able to order business cards through the Tools section of MyACN for Representatives. Only business cards ordered through ACN are authorized to include the logo, and other proprietary information belonging to ACN as they are produced by an approved third party vendor.

If an Independent Representative wishes to create their own business cards they are not permitted to use any logos, names, trademarks and other proprietary information pertaining to ACN. They may however, refer to themselves as an "ACN Independent Representative".

C. Earnings/Income Claims and Savings, or Rate Guarantees

ACN, including its wholly owned subsidiaries, strictly prohibits ACN Independent Representatives from making any claims or guaran-

tees related to earnings/income, whether expressed or implied. This limitation extends to both written and verbal communications. Only company prepared and approved hypothetical earnings calculations are permitted to be used, and they may only be used for purposes of describing the Compensation Plan.

ACN Independent Representatives may not make any references to specific or numerical saving guarantees, whether expressed or implied, with respect to ACN's services, including long distance. For example, it is a policy violation to use verbiage such as "ACN can save you up to 30% on your long distance bills." An example of acceptable verbiage is "Most customers of the major long distance carriers will save on their monthly bills with ACN Long Distance service." This limitation extends to both written and verbal communications.

D. Use of Partner Information

ACN's success relies heavily on its relationship with its partners/carriers and providers to provide our customers with great savings and value. As such, ACN only has permission to use carrier and provider proprietary information such as logos, names and trademarks on ACN created print and web material. Representatives are not permitted to use carrier and provider names and/or logos on any marketing or advertising material that they create. However, representatives are able to use wording to the effect of "top Wireless carriers" or "leading providers nationwide."

E. Representation of Donald J. Trump in Marketing and Advertising

Independent Representatives are strictly prohibited from utilizing Donald J. Trump in any form on their personal marketing or advertising material. ACN has exclusive and limited permission to reference Donald J. Trump and use his image on ACN created material that has been approved by the Trump organization.

Representatives may use wording to the effect of "endorsed by a multi-billionaire", but are not permitted to refer to him directly in any printed or online material. Images and photos of Donald J. Trump at ACN events, with ACN Co-Founders etc. are not to appear on any online or print material created by Independent Representatives. ACN will use these images on material at their discretion.

F. Cash or Monetary Incentives

ACN, including its wholly owned subsidiaries, strictly prohibits ACN Independent Representatives from offering cash or monetary incentives, promotions, prizes or bonuses to members of their downline or upline organizational members, or customers as a method of influencing customer acquisition.

To eliminate cross-line recruiting practices, ACN strictly prohibits the use of cash or monetary incentives/promotions/prizes/bonuses for purposes of recruiting new representatives.

ACN encourages its Independent Representatives to promote customer acquisition and recruiting by adhering to ACN's specific sales model.

G. Fundraising

ACN strongly discourages marketing the ACN opportunity to non-profit organizations as a method of fundraising as these programs seldom work well within ACN's proven sales model. However, if introducing the ACN opportunity to a non-profit organization, Independent Representatives are responsible for advising the organization to discuss the tax implications of this type of business with a professional tax advisor.

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The non-profit organization must be made aware that laws vary and that some state attorneys general have guidelines that must be complied with. In addition, all state and federal non-profit fund raising laws must be complied with.

H. Recorded Messages

ACN Independent Representatives may not have a voicemail message or answer his or her telephone in a manner that would lead the caller to believe that they have reached any official or corporate office of ACN. When using the ACN name, representatives must say "ACN Independent Representative"

I. Promotion of other Businesses or Programs

ACN strictly prohibits the co-marketing of any other business, product, service, seminar or program in conjunction with the ACN opportunity. This limitation applies to all promotional activities including, but not limited to, marketing materials, events, presentations, verbal solicitations, etc. In addition, ACN strongly discourages the practice of using non-ACN speakers at any ACN-related event.

VII. Media Enquiries and Personal Appearances

On occasion, ACN Independent Representatives may be contacted by members of the media as a source or subject for a story. If this occurs Independent Representatives must immediately refer such inquiries directly to ACN's Marketing Department.

Independent Representatives are strictly prohibited from representing ACN in any public media arena, and from using uncompensated media forms including, but not limited to, news releases, articles, editorials, unpaid advertising, infomercials/advertorials, and television, cable or radio program appearances to promote or publicize ACN or its products, except as approved in writing by ACN.

Such requests must be submitted in writing to ACN's Marketing Department at least 30 days in advance of the media activity. This policy is necessary to ensure an accurate, legal and consistent public image for ACN and its Independent Representatives.

Representatives can go online to acnpreskit.com for the latest media information released by ACN, or for more information.

All media representations and/or appearances remain at the sole discretion of ACN at all times.

VIII. Events

ACN supports the practice of Regional Training Events, "Super Saturdays," Business Opportunity Meetings and Private Business Receptions, as they are valuable educational tools when held properly with both professionalism and integrity. The true intent of such events is to provide further education on the ACN Opportunity and how to be successful within this business.

Under no circumstances are Regional events or any other type of meeting/training session intended to provide any additional income stream to those who are sponsoring the events, and must be offered as non-profit activities at all times. Under no circumstances are guests to be charged any form of admission to an event being hosted by an Independent Representative.

All Regionals and "Super Saturdays" should be submitted to ACN for approval in conjunction with the current terms of hosting Regionals/"Super Saturdays". Regionals/Super Saturdays that do not receive prior approval will be considered operating outside of ACN's training philosophy and will not be promoted or endorsed by the company in any manner.

Attendance at ACN events is not a requirement for being an Independent Representative, nor a prerequisite for success in this business.

IX. Internet Marketing and Advertising

ACN maintains a variety of official company websites and also offers all Independent Representatives the option to sign up for their own personal Distributor Website to help promote their business. ACN strongly believes that it provides its representatives with all the online tools in order for them to run a successful business, and therefore discourages the creation of any online marketing or advertising outside of what ACN already provides.

A. Personal ACN Distributor Websites

ACN offers its representatives with a monthly subscription to their personal Distributor website that is created, managed and updated by ACN and is the most effective, easiest way to establish an online business presence. These websites contain ACN videos, presentations and other authorized content. Representatives can choose from eight designs that can be personalized with your contact information, biography and up to two photographs.

With this program, representatives can sell ACN products and services, as well promote and sponsor new representatives to the ACN Opportunity. Each Distributor web site is linked directly to the representatives Team ID number. Representatives are encouraged to use this website in conjunction with their ACN business activities.

B. Other Personal Websites, Blogs, web pages and Social Networking Sites

If an Independent Representative chooses to create any personal websites, web pages, blogs and/or social networking sites (MySpace, Youtube, Facebook, Twitter etc.) the following conditions are mandatory.

- Content must not include any of ACN's proprietary information, such as logos, name, trademarks, etc.
- Under no circumstances is ACN video material or online presentations to be made available on any websites other than those created or authorized by ACN. Independent Representatives however may link to ACN's company websites or their ACN Distributor Website to view these videos and presentations.
- The words "ACN Independent Representative" must be on the home page, along with the representative's name.
- No online material should give the impression of representing ACN the company, rather than an ACN Independent Representative. This includes using ACN or ACN Inc. as the title for any page within the Web site, especially the Home Page.
- Representative online material must not contain any product information, and may only include information and wording regarding the business opportunity.

- Except for the link to ACN's company websites or to your personal ACN Distributor Website, Independent Consultant Web sites may not have external links.
- Selling ACN products online outside of myacn.com or myacncanada.ca is strictly prohibited.
- Copy downloaded from ACN company websites or taken from printed ACN literature must be used exactly as printed or written. Changing a word or two may change the real meaning or definition.
- Once your site is completed, send a test link or screen shots along with your Request Form for review and approval.
- There are no guarantees regarding income, and the success or failure of each Independent Representative depends upon each representative's own skills and personal effort. Web sites should not present false or misleading information about ACN or the ACN Opportunity.
- Independent Consultants may not violate or infringe on the rights of others, including privacy, publicity and proprietary rights.
- It is the sole responsibility of each ACN Independent Representative to ensure that its online material fully complies with the guidelines in the Policies and Procedures, as well as with all applicable federal and state rules and regulations. Representatives are also responsible for ensuring that their downline comply with these policies.
- All content (including graphics) must be submitted to ACN and receive written approval prior to launching the content on the Internet.

C. Website Domain Names and URLs

Website URLs obtained by an ACN Independent Representative cannot contain references to ACN, its affiliates or trademarked products, other than a representative's personal ACN Distributor Website. If a website contains such references, the ACN Independent Representative will be required to release the URL to ACN.

The ACN name is a registered trademark, and only ACN is authorized to produce and market online material under this trademark.

D. Spamming

ACN does not permit Independent Representatives to send unsolicited e-mails. Any e-mail sent by a representative that promotes ACN, the ACN Opportunity, or ACN products and services must comply with the following:

- There must be a functioning return e-mail address to the sender that includes a request that future e-mail solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by e-mail or regular mail, must be honored.
- All emails sent that promote ACN, its Opportunity or products, must adhere to all the other marketing and advertising guidelines in this policy.



ACN is a proud member, active participant, and Board Member in the Direct Selling Association with a company-wide Commitment to Integrity. Review the Direct Selling Association's Code of Ethics [here](#).

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